IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Mark BEDNARSKI *et al.*

Serial No.:	10/681,855	Examiner:	To be assigned.
Confirmation No.:	7135	Art Unit:	1614
Filed:	October 7, 2003		

For: **X-Nitro Compounds, Pharmaceutical Compositions Thereof and Uses Thereof**

Mail Stop
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

[X] An assignment document, a copy of which is enclosed herewith;

[] An assignment previously recorded in the U.S. Patent and Trademark Office at Reel ___, Frame ___.

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
Fax: (650) 857-0663

CUSTOMER NUMBER: **23419**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 1/28/04

Signature: _____

Name: Gordon M. Saul
Title: President
Company: RadioRx, Inc.

-COPY-

Rev. 6/14/2002

Attorney Docket No: RADO-001/02US **PATENT**

ASSIGNMENT
(Joint)

Mark D. Bednarski, residing at 805 N. San Antonio Road, Los Altos, California 94022;
Andrew C. Haaland, residing at 1665 Creekside Lane, Park City, Utah 84098
Susan J. Knox, residing at 18 Ryan Court, Stanford, California 94305

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **X-Nitro Compounds, Pharmaceutical Compositions Thereof and Uses Thereof**, and which is a:

(1) [] provisional application
  (a) [] to be filed herewith; or
  (b) [] bearing Application No. , and filed on ; or

(2) [X] non-provisional application
  (a) [] to be filed herewith; or
  (b) [X] bearing Application No. 10/681,855, and filed on October 7, 2003.

WHEREAS, RadioRx, Inc., a corporation duly organized under and pursuant to the laws of Delaware corporation, and having its principal place of business at 6511 Dumbarton Circle, Fremont, CA 94555 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application for patent identified in paragraph (1) or (2);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 4/23/04 By: _____
Mark D. Bednarski

Date: _____ By: _____
Andrew C. Haaland

Date: _____ By: _____
Susan J. Knox

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____ By: _____
Mark D. Bednarski

Date: 30 Jan 04 By: _____
Andrew C. Haaland

Date: _____ By: _____
Susan J. Knox

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____ By: _____
Mark D. Bednarski

Date: _____ By: _____
Andrew C. Haaland

Date: 1-29-2004 By: Susan J. Knox
Susan J. Knox

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

X-Nitro Compounds, Pharmaceutical Compositions Thereof and Uses Thereof

the specification of which:

(check one)

[] is attached hereto;

[X] was filed as United States Application Serial No. 10/681,855 on October 7, 2003, and was amended on ___ (if applicable);

[] was filed as PCT International Application No. ___ on ___ and was amended under PCT Article 19 or Article 34 on ___ (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim foreign priority benefits under 35 U.S.C. §119 and/or §365 of any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America listed below; I have also identified below any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

Prior Foreign Application(s)

COUNTRY/INTERNATIONAL	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED
			[] YES [] NO
			[] YES [] NO

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

60/416,936 (Application Number) — 7, October, 2002 (Filing Date) (day, month, year)

60/464,782 (Application Number) — 22, April, 2003 (Filing Date) (day, month, year)

I hereby claim the benefit under 35 U.S.C. §120 and/or §365 of any United States application(s) or of any international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior application(s) in the manner provided by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56 which became available between the filing date(s) of the prior application(s) and the national or PCT international filing date of this application:

Prior U.S. Application(s) or PCT International Applications Designating the U.S. for benefit under 35 U.S.C. §120

U.S. APPLICATIONS			**STATUS (*check one*)**		
U.S. APPLICATION NO.	U.S. FILING DATE (day, month, year)		Pending	Patented	Abandoned
			[]	[]	[]
			[]	[]	[]
PCT APPLICATIONS DESIGNATING THE U.S.					
PCT APPLICATION NO.	PCT FILING DATE (day, month, year)	U.S. APPLICATION NOS. (if any)			
			[]	[]	[]
			[]	[]	[]

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: **Mark D. Bednarski**

Inventor's signature _____ Date 4/23/04
Residence: 805 N. San Antonio Road, Los Altos, California 94022
Citizen of: United States of America
Post Office Address: Same as above.

Full name of second inventor: **Andrew C. Haaland**

Inventor's signature _____ Date _____
Residence: 1665 Creekside Lane, Park City, Utah 84098
Citizen of: United States of America
Post Office Address: Same as above.

Full name of third inventor: **Susan J. Knox**

Inventor's signature _____ Date _____
Residence: 18 Ryan Court, Stanford, California 94305
Citizen of: United States of America
Post Office Address: Same as above.

659933 v1/PA

Full name of first inventor: **Mark D. Bednarski**

Inventor's signature _____ Date _____
Residence: 805 N. San Antonio Road, Los Altos, California 94022
Citizen of: United States of America
Post Office Address: Same as above.

Full name of second inventor: **Andrew C. Haaland**

Inventor's signature _____ Date 30 Jan 04
Residence: 1665 Creekside Lane, Park City, Utah 84098
Citizen of: United States of America
Post Office Address: Same as above.

Full name of third inventor: **Susan J. Knox**

Inventor's signature _____ Date _____
Residence: 18 Ryan Court, Stanford, California 94305
Citizen of: United States of America
Post Office Address: Same as above.

659933 v1/PA

Full name of first inventor: **Mark D. Bednarski**

Inventor's signature _____ Date _____
Residence: 805 N. San Antonio Road, Los Altos, California 94022
Citizen of: United States of America
Post Office Address: Same as above.

Full name of second inventor: **Andrew C. Haaland**

Inventor's signature _____ Date _____
Residence: 1665 Creekside Lane, Park City, Utah 84098
Citizen of: United States of America
Post Office Address: Same as above.

Full name of third inventor: **Susan J. Knox**

Inventor's signature Susan J. Knox Date 1-29-2004
Residence: 18 Ryan Court, Stanford, California 94305
Citizen of: United States of America
Post Office Address: Same as above.

659933 v1/PA